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15 UNITED STATES DISTRICT COURT

16 CENTRAL DISTRICT OF CALIFORNIA

17
18 JOHN BURNELL, JACK POLLOCK,
19 and all others similarly situated,

20 Plaintiff,

21 v.

22 SWIFT TRANSPORTATION CO. OF
23 ARIZONA LLC,

24 Defendant.

Case No. 5:10-CV-00809-VAP (OPx)

The Hon. Virginia A. Phillips

**STIPULATION TO DISMISS
PLAINTIFFS' THIRD AND FIFTH
CAUSES OF ACTION**

Complaint Filed: March 22, 2010
Trial Date: None Set

1 Pursuant to Federal Rule of Civil Procedure (“FRCP”) 41(a), Plaintiffs
2 John Burnell and Gilbert Saucillo (“Plaintiffs”) and Defendant Swift Transportation
3 Co. of Arizona, LLC (erroneously named Swift Transportation Co. Inc.),
4 (“Defendant”), (collectively the “Parties”), by and through their counsel of record,
5 stipulate as follows:

6 WHEREAS, Plaintiffs filed a Second Amended Complaint (“SAC”) on
7 August 27, 2013;

8 WHEREAS, Plaintiffs request to dismiss their individual claims for
9 Failure to Indemnify (Third Cause of Action) and Unlawful Pay Instruments (Fifth
10 Cause of Action) as alleged in the SAC with prejudice;

11 WHEREAS, Plaintiffs request to dismiss their putative class claims for
12 Failure to Indemnify (Third Cause of Action) and Unlawful Pay Instruments (Fifth
13 Cause of Action) as alleged in the SAC without prejudice;

14 WHEREAS, dismissal of the putative class claims without prejudice
15 will not cause any prejudice to the putative class;

16 WHEREAS both parties agree to bear their own attorneys’ fees and
17 costs as they related to Plaintiffs’ Third Cause of Action and Fifth Cause of Action;

18 THEREFORE, the parties, by and through their respective counsel,
19 hereby stipulate and agree, and respectfully request that the Court so order:

20 Plaintiffs’ Third Cause of Action for Failure to Indemnify and Fifth
21 Cause of Action for Unlawful Pay Instruments will be dismissed as to both
22 individual and putative class claims, in their entirety. Any reference to the Third
23 Cause of Action and Fifth Cause of Action shall be stricken from the SAC.

1 IT IS SO STIPULATED.

2
3 Dated: February 23, 2016

4 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

5
6 By: /s/ Paul Cowie

7 Paul Cowie

8 Attorney for SWIFT TRANSPORTATION
CO. OF ARIZONA LLC

9 Dated: February 23, 2016

10 By: /s/ Christina Humphrey

11 Christina Humphrey

12 Attorney for Plaintiffs
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